

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CHICAGO HOUSING AUTHORITY
AND
CITY OF CHICAGO**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”), is made and entered into as of the 25th day of September, 2017 (“Effective Date”), by and between the **CHICAGO HOUSING AUTHORITY** (the “CHA”), an Illinois municipal corporation organized under the Illinois Housing Authority Act 310 ILCS 10/1 *et seq.*, with offices at 60 E. Van Buren Street, Chicago, Illinois and the **CITY OF CHICAGO** (the “City”), a municipal corporation and home rule unit of government under Article VII, Section 6(A) of the 1970 Constitution of the State of Illinois, acting through the Department of Fleet and Facility Management (the “**Department**”).

RECITALS

WHEREAS, CHA, a public housing agency that serves low and very low income residents, is engaged in the development and operation of safe, decent and sanitary housing throughout the City of Chicago for low-income families in accordance with the United States Housing Act of 1937, 42 USC 1437 *et seq.*, regulations issued by the United States Department of Housing and Urban Development (“HUD”), the Illinois Housing Authorities Act, 310 ILCS 10/1 *et seq.*, as amended, and other applicable laws, regulations and ordinances; and

WHEREAS, the Department, on behalf of the City, desires to implement necessary interior renovations and major capital improvements (hereafter referred to as “Construction Activities”) at the Chicago Bee Library, a Chicago public library established and maintained by the City, located at 3647 S. State Street in Chicago, Illinois (the “Library Property”) in order to provide better public library services to its neighboring residents and the Chicago metropolitan area; and

WHEREAS, the City has requested financial assistance from CHA to fund costs related to the Construction Activities; and

WHEREAS, CHA is willing to provide non-federal financial assistance to the City for purposes of facilitating the Construction Activities; and

WHEREAS, pursuant to the Illinois Housing Authorities Act (310 ILCS 10/8.2) CHA may assist any individual, association, corporation or organization that presents a plan for developing or redeveloping any property within the area of operation of the Authority which will tend to promote other uses essential to sound community growth.

WHEREAS, CHA and the City have the authority to enter into this Agreement pursuant to the authorization granted by the CHA Board of Commissioners and City Council respectively.

WHEREAS, pursuant to Resolution No. 2017-CHA-70 of the CHA Board of Commissioners, dated June 20, 2017, the CHA is authorized to enter into an intergovernmental agreement with the City for the purposes indicated in this Agreement; and

WHEREAS, pursuant to an ordinance of the City Council approved on September 6, 2017, the City is authorized to enter into an intergovernmental agreement with CHA for the purposes indicated in this Agreement;

WHEREAS, the CHA and the Department, on behalf of the City, desire to enter into this Agreement to memorialize the parties understanding of the CHA's funding commitment of non-federal funds and the Department's use of such funds.

NOW THEREFORE, in consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

SECTION 1. INCORPORATION OF RECITAL

The foregoing recitals are incorporated by reference as if fully set forth herein and made a part hereof.

SECTION 2. GRANT OF FUNDS

Subject to the availability of funds, CHA hereby agrees to provide non-federal funds to the Department in an amount not to exceed Two Million Three Hundred Twenty Thousand Dollars (\$2,320,000) (the "CHA Funds") in consideration of and on condition that the use of such funds be expended in carrying out the Construction Activities as set forth in the Work Plan in **Exhibit A** attached hereto and made a part of this Agreement.

SECTION 3. MANNER OF DISBURSEMENT AND USE OF FUNDS

The CHA Funds to be provided to the Department under this Agreement shall be fully disbursed to the Department no later than thirty (30) days after the Effective Date of this Agreement.

The Department agrees to expend the entire amount of the CHA Funds for the sole purpose of carrying out the Construction Activities and in accordance with the Development Budget specified in **Exhibit B** attached hereto and made a part of this Agreement. The Department shall treat the CHA Funds as a restricted asset, and will keep adequate records to document expenditure of such funds and the activities supported by the CHA Funds.

Time is of the essence of this Agreement, and the Department agrees to return to CHA any part of the CHA Funds unencumbered at the completion of the Construction Activities. The Department further agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Construction Activities.

SECTION 4. DISCLAIMER OF RELATIONSHIP

The term and provisions of this Agreement will be binding upon and inure to the benefit of and be enforceable by, the respective successors and permitted assigns of the Parties. This Agreement will not run to the benefit of, or be enforceable by, any person or entity other than a Party to this Agreement and its successors and permitted assigns. This Agreement shall not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the City or the CHA, will be deemed or construed by any of the Parties hereto or by third persons to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or the CHA.

SECTION 5. NON-LIABILITY OF PUBLIC OFFICIALS

No official, employee or agent of either party shall be charged personally by the other party or by an assignee or subcontractor of the other party with any liability or expenses of defense, or be held personally liable under any term or provision of this Agreement, because of such party's execution or attempted execution of this Agreement, or because of any breach hereof.

SECTION 6. ASSIGNMENT

The City may not assign or transfer this Agreement without the prior written consent of the CHA.

SECTION 7. NOTICES

Unless otherwise specified, any notice, demand or request hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) confirmed facsimile; (c) overnight courier, receipt requested; or (d) registered or certified mail, return receipt requested.

If to the CHA: Chicago Housing Authority
60 E. Van Buren Street, 12th Floor
Chicago, Illinois 60605
Attention: Chief Executive Officer

With copies to: Chicago Housing Authority
Office of the General Counsel
60 E. Van Buren Street, 12th Floor
Chicago, Illinois 60605
Attention: Chief Legal Officer

If to the City: Department of Fleet and Facility Management/2FM

30 N. LaSalle Street, Room 300
Chicago, Illinois 60602
Attention: Bureau of Asset Management

With copies to: City of Chicago Department of Law
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or upon dispatch by electronic means with confirmation or receipt. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the Business Day immediately following deposit with the overnight courier, and any notice, demand or request sent pursuant to clause (d) above shall be deemed received three Business Days following deposit in the mail.

SECTION 8. MODIFICATION

This Agreement may not be altered, modified or amended except by a written instrument signed by all the parties hereto.

SECTION 9. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto and incorporated herein, shall constitute the entire Agreement between the parties with respect to the subject matter hereof, and no other warranties, inducements, considerations, promises or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

SECTION 10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law principles.

SECTION 11. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES TO FOLLOW]

EXHIBIT A

Work Plan

Exterior

- Repairs to the Landmarked façade of the building.
- Window, storefront, and entry door repairs.
- New mechanical roof top units (RTUs).
- Selective masonry tuckpointing.
- Roofing repairs.
- Tree removal in parking lot behind building to prevent foundation damage.
- Fencing to be installed on the roof for safety and to prevent climbing access.

Interior

- First Floor renovations including new finishes throughout the entire library (floors, ceilings, walls), including bathrooms.
- Space planning reconfiguration of library programming areas.
- Renovation and expansion to the Second Floor for adult area programming and Community Room.
- YouMedia Room.
- Early Learning Program implementation.
- Power and data upgrades throughout.
- New Building Automation System (BAS) for HVAC controls.
- LED lighting upgrades and occupancy sensors for energy efficiency.
- New circulation desk.
- Community/public art installations.

EXHIBIT B


| <u>CHICAGO BEE LIBRARY RENOVATION AND EXPANSION BUDGET</u> | |
|---|-----------------------|
| | |
| CONSTRUCTION HARD COSTS (Refer to Attached Bid from Paschen) | \$2,001,000.00 |
| CONSTRUCTION SOFT COSTS (Preconstruction Services, Due Diligence, cleaning, rodding/testing and etc.) | \$75,000.00 |
| CONTINGENCY | \$244,000.00 |
| TOTAL (Not Including Alternate) | \$2,320,000.00 |
| | |
| ALTERNATE - BUILD OUT 3RD FLOOR (Core and Shell "White Box" Renovations Not Included in Construct Budget) | \$250,000.00 |

IN WITNESS WHEREOF, the CHA and the City have caused this Agreement to be duly executed and delivered as of the date first above written.

CHICAGO HOUSING AUTHORITY

**CITY OF CHICAGO,
DEPARTMENT OF FLEET AND
FACILITY MANAGEMENT**

Eugene E. Jones, Jr.
Chief Executive Officer



David Reynolds
Commissioner

Exhibit A: Work Plan
Exhibit B: Development Budget